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RECORDATION NO. 13592-E FILED 1-23

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INTERSTATE COMMERCE COMMISSION

January 3, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of December 22, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, the Lease of Railroad Equipment and other secondary documents related thereto which have been duly filed with the Commission under one of the following Recordation Numbers: 9505, 11569, 12985, 13154, 13231, 13592 and 14636.

The names and addresses of the parties to the enclosed document are:

Assignor: Security Pacific Equipment Leasing, Inc.
4 Embarcadero Center
San Francisco, California 94111

Assignee: BA Leasing & Capital Corporation
4 Embarcadero Center
San Francisco, California 94111

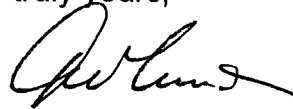
A description of the railroad equipment covered by the enclosed document is set forth in the Conditional Sale Agreement and the Lease previously filed under this Recordation Number.

Mr. Vernon A. Williams
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

(Norpet)

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ASSIGNMENT AND ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of December 22, 1994, is between **Security Pacific Equipment Leasing, Inc.**, a Delaware corporation ("Assignor") and **BA Leasing & Capital Corporation**, a California Corporation ("Assignee").

RECITAL

Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the owner interests described in Appendix 1 (the "Owner Interests"), relating to the beneficial interest in the railcar equipment described therein.

ACCORDINGLY, the parties agree as follows:

Section 1. **Assignment of Owner Interests.** Assignor assigns, transfers and conveys to Assignee, as of the date hereof, all its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

Section 2. **Assumption of Liabilities.** Assignee assumes all of the duties and obligations of Assignor hereafter accruing or arising incident to the Owner Interests. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all the obligations of, Assignor contained therein.

Section 3. **Exception.** Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds, provided, however, that any obligor's liability for such claims shall not exceed the liability it would have incurred if the assignment

had not been made.

Section 4. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

SECURITY PACIFIC EQUIPMENT LEASING, INC.

By: Wayne Leo
Its: Vice President

BA LEASING & CAPITAL CORPORATION

By: Wayne Leo
Its: Vice President

OWNER INTERESTS

All right, title and interest of Security Pacific Equipment Leasing, Inc. as Owner Participant under Participation Agreement dated as of February 1, 1982 (the "Participation Agreement"; defined terms therein being used herein as so defined) among Quantum Chemical Corporation (f/k/a Northern Petrochemical Company) ("Lessee"); Enron Corporation (successor to Internorth, Inc.) ("Guarantor"); Security Pacific Equipment Leasing, Inc. ("Owner"); Teacher Retirement System of Texas ("Permanent Investor"); Security Pacific Commercial Leasing, Inc. ("Interim Investor"); and State Street Bank and Trust of Connecticut, N.A. (f/k/a The Connecticut Bank and Trust Company) ("Agent"), in, to and under:

1. The Participation Agreement relating to the acquisition and leasing of certain units of railroad equipment described below, and all other documents and agreements relating thereto, including without limitation:

(a) Conditional Sale Agreement dated as of February 1, 1982 between ACF Industries, Incorporated ("Builder") and Owner;

(b) Agreement and Assignment dated as of February 1, 1982 between Builder and Agent;

(c) Lease of Railroad Equipment dated as of February 1, 1982 between Owner and Lessee;

(d) Assignment of Lease and Agreement dated as of February 1, 1982 between Owner and Agent;

(e) Consent and Agreement dated as of February 1, 1982 between Lessee, Guarantor and Agent;

(f) Guarantee Agreement dated March 8, 1982 among Guarantor, Owner and Agent;

(g) Progress Payment Agreement dated as of February 1, 1982 between Owner and Lessee;

(h) Indemnity Agreement dated as of February 1, 1982 between Owner and Lessee;

(i) Guarantee dated as of September 5, 1991 by State Street Bank and Trust Company;

(j) Certificates of Acceptance from Lessee dated March 10, 1982, March 23, 1982, April 23, 1982 and June 22, 1982 along with related Bills of Sale and Invoices;

(k) Miscellaneous correspondence regarding transfer of Lessee from Guarantor to Enron Corporation and request for acknowledgement by Enron of its succession to obligations as Guarantor;

(l) Resignation, Appointment and Acceptance Agreement dated as of June 1, 1991 among The New Connecticut Bank and Trust Company, National Association, State Street Bank and Trust Company of Connecticut, National Association and the other parties signatory thereto;

(m) Certificates of Acceptance from Lessee dated March 10, 1982, April 23, 1982 and June 22, 1982, with related Bills of Sale and Invoices;

(n) Miscellaneous correspondence regarding transfer of Lessee from Guarantor to Enron Corp. and request for acknowledgement by Enron of its succession to obligations as guarantor; and

(o) All documents, agreements, certificates and opinions delivered pursuant to the above agreements, and all amendments thereof and supplements hereto.

2. The equipment referred in the Lease of Railroad Equipment, consisting of approximately 399 steel center flow covered hopper cars with linings, manufactured by ACF Industries, Inc., together with any and all replacement parts, alterations, modifications and additions thereto.

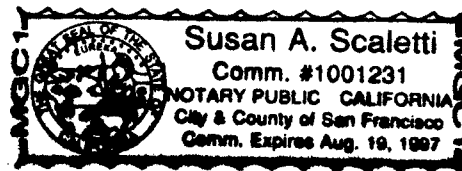
3. All other assets that comprise the collateral in the Assignment of Lease and Agreement referred to above.

STATE OF California)
) ss.:
COUNTY OF San Francisco)

On this 22nd day of December 1994, before me personally appeared Wayne Leo, to me personally known, who, being by me duly sworn, says that he is a Vice President of SECURITY PACIFIC EQUIPMENT LEASING, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan A. Scaletti
Notary Public

[Notarial Seal]
My Commission expires



STATE OF California)
) ss.:
COUNTY OF San Francisco)

On this 22nd day of December 1994, before me personally appeared Wayne Leo, to me personally known, who, being by me duly sworn, says that he is a Vice President of BA Leasing & Capital Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan A. Scaletti
Notary Public

[Notarial Seal]
My Commission expires

